

## IMI 2009

### CONDITIONS OF PURCHASE

#### 1. GENERAL

- 1.1 In these Conditions the following words shall have the following meanings (unless the context otherwise requires):-
- 1.1.1 'CIP' means CIP as defined in the edition of the rules for interpretation of trade terms known as Incoterms current as at the date of the Order;
  - 1.1.2 'Company' means Thompson Valves Limited;
  - 1.1.3 'Order' means the Company's order for the Products;
  - 1.1.4 'Products' means all products and/or services and associated documentation covered by the Order; and
  - 1.1.5 'Supplier' means the person, firm or company to whom the Company's Order is issued.
- 1.2 These Conditions shall apply to and be incorporated in the contract between the Supplier and the Company for the supply of the Products ("Contract") and shall be in substitution for any ongoing arrangement made between the Supplier and the Company and shall prevail over any inconsistent terms or Conditions contained in or referred to in the Supplier's quotation or acceptance of Order or correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of the Order and/or these Conditions or any of them shall be binding upon the Company unless specifically agreed to in writing and signed by a duly authorised representative of the Company.
- 1.3 All the provisions of the Contract between the Company and the Supplier are contained in or referred to in the Order and in these Conditions. The Supplier's execution or commencement of work pursuant to the Order or any Delivery pursuant to the Order or acceptance of any progress payment constitutes acceptance of the Order and these conditions by the Supplier where acceptance has not previously been communicated to the Company. In no circumstances will any conditions of sale submitted at any time by the Supplier be applied to the Contract and any failure by the Company to challenge any such conditions of sale does not imply acceptance of those conditions of sale.
- 1.4 In the event of a conflict between any of these Conditions and any specific term on the face of the Order, the latter shall prevail.
- 1.5 These Conditions (as amended from time to time) shall apply to all future Contracts for the supply of Products by the Supplier to the Company.
- 1.6 Headings appear for convenience only and shall not affect the construction of these Conditions.

## 2. **ELECTRONIC TRADING**

- 2.1 All Orders made electronically shall be valid if all the information agreed between the Supplier and the Company as being required is properly set out in the agreed format and the Order is transmitted by the Company to the Supplier by reference to the correct identification code and is received by the Supplier when collecting its electronic mail from the relevant system.
- 2.2 Each valid electronic Order will be deemed accepted by the Supplier unless the Supplier communicates rejection of the Order to the Company by electronic or other means (including telephone) within twenty four (24) hours of receipt of the Order by the Supplier. Acceptance of an Order shall constitute a Contract for sale and purchase to which these Conditions shall apply.

## 3. **DELIVERY**

- 3.1 Unless otherwise agreed in writing by the Company, delivery shall be deemed to take place when the Products are offloaded from the Supplier's designated delivery vehicle at the delivery address specified in the Order and delivery has been accepted by an authorised representative of the Company in accordance with Clause 4 of these Conditions ("Delivery").
- 3.2 The date or period for Delivery shall be that specified in the Order and shall be of the essence of the Contract. Consignment, part deliveries or deliveries in excess of the quantity ordered may be rejected unless the Company has agreed in writing to accept such deliveries.
- 3.3 The Supplier shall upon request furnish such programmes and progress reports of manufacture and Delivery as the Company may reasonably request and the Supplier shall give notice in writing to the Company forthwith if such programmes are likely to be delayed. Without prejudice to any other rights accruing to the Company any substitute date for Delivery or period for Delivery agreed by the Company in writing shall also be of the essence of the Contract.
- 3.4 The Company's Order number shall be printed or written legibly by the Supplier on all Products delivered by package or parcel and on all related despatch notes and invoices submitted to the Company.
- 3.5 All Products must be delivered at the delivery point specified in the Order or if no delivery point is specified, at the Company's premises, and at the times either specified or agreed by the Company in writing.
- 3.6 If the Products are not delivered on the due date then, without prejudice to any other rights which it may have, the Company reserves the right to:
- 3.6.1 cancel the Contract in whole or in part;
  - 3.6.2 refuse to accept any subsequent delivery of the Products which the Supplier attempts to make;

- 3.6.3 recover from the Supplier any expenditure reasonably incurred by the Company in obtaining the Products in substitution from another supplier; and
- 3.6.4 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to deliver the Products on the due date.
- 3.7 Unless specifically agreed to the contrary, all trade terms shall be interpreted in accordance with the Incoterms current at the date of the Order. Except as otherwise set out in these Conditions, all Products delivered to the Company from outside of the U.K. shall be delivered CIP the delivery point specified in the Order or if no delivery point is specified, CIP the Company's premises.
- 3.8 For Products purchased from outside the home country of the Company, unless otherwise stated in the Order the Supplier is responsible for obtaining all necessary documentation for export of the Products to the home country of the Company and for the import of the Products into the home country of the Company including all applicable export and import licences and the Supplier shall be responsible for all and any delays and charges incurred due to export and/or import licences not being available when required.
- 3.9 The Supplier agrees to supply the Company on request with such declarations and documents as may be reasonably required to establish the origin of the Products and the manner in which they qualify for EC EEA or EFTA preferences or duty exemptions.
- 3.10 In the event of any fire, explosion, terrorist activity or accident or other matter or occurrence which for any reason prevents or hinders the use of any Products, Delivery of such Products and/or payment therefor may be suspended or postponed at the Company's sole option until the circumstances preventing or hindering the use of Products have ceased.

#### 4. **ACCEPTANCE**

- 4.1 Acceptance of the Products will only be effective if communicated by the Company in writing to the Supplier and the Company's acknowledgement of Delivery on a delivery note or similar document shall not constitute acceptance thereof and the Company retains the right to reject any Products until fully inspected by it.
- 4.2 Without prejudice to its rights under Clause 14.1 on Delivery if the Products delivered by the Supplier fail to conform to the Contract for whatever reason ("Faulty Products") the Company may without prejudice to its other rights:-
  - 4.2.1 reject all or any of the Faulty Products within a reasonable time of their inspection by the Company notwithstanding that the Company may have effected payment therefor; and
  - 4.2.2 purchase substitutes for the Faulty Products from an alternative supplier elsewhere which correspond as closely as practicable to the same specifications and conditions provided to the Supplier in relation to the Faulty Products as circumstances shall permit. In the event that the Company exercises its rights under this Clause 4.2.2

the Supplier shall indemnify the Company and keep the Company indemnified in full against all and any direct, indirect or consequential claims, liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all reasonable legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with the exercise by the Company of its rights under this Clause 4.2.2 (including, but not limited to, the purchase price of the alternative products and the amount of any payments previously made to the Supplier by the Company in relation to the Faulty Products).

## 5. **TITLE AND RISK**

5.1 Without prejudice to any right of rejection which may accrue to the Company and unless otherwise stated in the Order, title to the Products shall pass to the Company upon the occurrence of the earlier of:-

5.1.1 delivery of the Products to the Company (whether or not acceptance has occurred in accordance with Clause 4); or

5.1.2 any payment being made by the Company for or relation to the Products.

5.2 Risk of damage to or loss of the Products shall pass to the Company on Delivery;

5.3 If title to the Products passes to the Company prior to Delivery pursuant to Clause 5.1, then, until Delivery, the Supplier shall hold such Products as the Company's fiduciary agent and bailee and shall at all times keep the Products separate from those of the Supplier and third parties and properly stored, protected and insured against all risks and identified as the Company's property.

5.4 The Supplier shall be responsible for all transport and unloading costs and for insurance of the Products to their full replacement value against all risks of damage or loss prior to completion of Delivery. The Supplier shall indemnify and keep the Company indemnified in full in respect of the full replacement value of any of the Company's assets damaged during the course of Delivery and unloading of the Products.

## 6. **PRICE AND PAYMENT**

6.1 Unless otherwise agreed in writing by the Company, the price for the Products shall be the price for the Products listed in the last version of the Supplier's price list which was supplied to the Company by the Supplier prior to the date of the Order ("Price").

6.2 Unless otherwise stated in the Order, all Prices are fixed fully inclusive of all duties and delivery charges and are not subject to escalation or addition.

6.3 The Company agrees that payment of any invoice issued by the Supplier in respect of the Products shall be made at the end of the second month after

the month of invoice and the Supplier may invoice the Company only after Delivery of all Products which are the subject of the Order but time for payment shall not be of the essence of the Contract.

- 6.4 Unless otherwise stipulated by the Company in writing, prices are payable in Sterling or if the Sterling currency shall cease to exist as at the date of the Order they shall be payable in such currency as replaces the Sterling currency.
- 6.5 No payment of or on account of the Price shall constitute any admission by the Company as to proper performance by the Supplier of its obligations under this Contract or any other Contract between the Supplier and the Company.
- 6.6 Subject to Clause 6.8, in the event of default in payment by the Company, the Supplier shall be entitled to charge interest on any amount outstanding at the rate of two per cent (2%) above the Bank of England's base rate from time to time until such time as the outstanding amount is paid by the Company. The Supplier is not entitled to suspend delivery of the Products as a result of any such sums being outstanding.
- 6.7 Packages and containers supplied by the Supplier will be returnable to the Supplier but at the Company's option and the Supplier's own cost.
- 6.8 The Company specifically reserves the right to deduct from any monies due or to become due to the Supplier any monies due to the Company from the Supplier and to withhold the whole of or part of the Price of the Products for any reason whatsoever. If the Company withholds or deducts any amount from the amount payable by it to the Supplier from time to time, such withholding or deduction shall not constitute a default in payment.

## 7. **VARIATIONS**

- 7.1 The Company has the right to amend quantities specifications and scheduled times or deliveries by issuing an amendment in writing to the Supplier with which the Supplier shall comply. Any other amendments to the Contract must be made by agreement in writing between the Company and the Supplier. The Supplier shall advise the Company forthwith if any proposed amendments either prevent the specified time for Delivery being met or have any other material implication in regard to the Supplier's obligations to the Company and if appropriate the Company shall allow a reasonable adjustment to the price and/or time for Delivery, provided that the Company is notified by the Supplier of this implication to the price and/or time for Delivery within 2 working days of the amendment.

## 8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Supplier will indemnify and keep the Company indemnified in full against all and any claims for infringement of any patent, design right, trade mark, copyright, moral rights, confidentiality and any other intellectual property rights arising by reason of the use or sale of the Products (whether registered or unregistered), against all claims for royalties payable in respect of the Products and against all and any direct, indirect or consequential

liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company or for which the Company may become liable as a result of such claims for infringement or royalties, including, without limitation, the cost of obtaining non-infringing replacements for the Products.

9. **EQUIPMENT, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS - TITLE**

9.1 The Supplier acknowledges and agrees that any:

9.1.1 intellectual property rights in any documentation provided by the Company to the Supplier in connection with these Conditions (including, but not limited to, designs and specifications for the Products); and

9.1.2 tooling or equipment provided by the Company to the Supplier or used by the Company in connection with these Conditions ("Equipment"); and

9.1.3 any materials issued to the Supplier by the Company for use in connection with the Contract, ("Materials")

will remain the exclusive property of the Company at all times and the Supplier will not obtain any right or interest in such intellectual property rights or Equipment or Materials as a result of or in connection with these Conditions.

9.2 Risk of damage to or loss of the Equipment or the Materials shall pass to the Supplier on delivery to the Supplier.

9.3 The Supplier shall ensure that the Materials and Equipment are maintained in good working order and repair and shall maintain appropriate insurance cover in this regard as the Company reasonably deems to be adequate subject in the case of tooling patterns and the like to fair wear and tear and shall use the same only in connection with the Contract.

9.4 If the Company in its sole opinion believes that repairs are required to the Equipment it may request the Supplier to carry out such repairs at the Supplier's cost. If, following receipt of a request pursuant to this Clause, the Supplier fails to carry out the specified repairs within a reasonable period of time (in the Company's absolute opinion), the Company may carry out or instruct a third party to carry out such repairs and shall invoice the Supplier for any related costs and expenses.

9.5 The Company shall be entitled at any time to require the Supplier to deliver up the Equipment or the Materials to the Company and, if the Supplier fails to do so, the Company shall be entitled (at the Supplier's expense) to enter upon the Supplier's premises or those premises of a third party and to recover and dispose of the Materials or Equipment (as appropriate). The Supplier agrees that it shall not be entitled to bring any claim against the Company as a result of or in connection with such entry or disposal.

- 9.6 On the termination of the Contract howsoever occurring, any surplus Materials shall be disposed of forthwith by the Supplier in accordance with the Company's directions and any Materials wasted as a result of the Supplier's bad workmanship or negligence (in the Company's sole opinion) shall be replaced at the Supplier's expense.
- 9.7 On the termination of the Contract howsoever occurring, the Supplier shall deliver forthwith the Equipment to the Company and, if the Supplier fails to do so, the Company shall be entitled (at the Supplier's expense) to enter upon the Supplier's premises or those premises of a third party and to recover the Equipment. The Supplier agrees that it shall not be entitled to bring any claim against the Company as a result of or in connection with such entry.
- 9.8 The Supplier shall not be entitled to pledge or in any way charge by way of security for indebtedness, the Equipment or the Materials.
- 9.9 The Supplier shall indemnify and keep the Supplier indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with damage caused to the Equipment as a result of the act, default or negligence of the Supplier or the Supplier's agents or employees.
- 9.10 Full title including, but not limited to, design right, copyright, and all other intellectual property rights (whether registered or unregistered) in all specifications, plans, drawings, patterns or designs supplied by the Company to the Supplier in connection with the Contract or prepared or made by the Supplier its employees, agents or sub- Contractors for the purpose of fulfilling the Contract shall vest in and belong to the Company absolutely.
- 9.11 Any information derived from the documents specified in Clause 9.10 or otherwise communicated to the Supplier in connection with the Contract shall be regarded by the Supplier as confidential and shall not without the consent of the Company in writing be published or disclosed to any third party or made use of by the Supplier except for the purpose of performing the Contract.
- 9.12 The Supplier hereby agrees to execute and procure the execution of any assignment deed or other document reasonably required by the Company to transfer and vest in the Company ownership of any rights which is to belong to the Company pursuant to Clause 9.10.
- 9.13 Any drawings, circuit diagrams, cable layouts operating and maintenance instructions or like documentation supplied by the Supplier and not covered by Clause 9.10 may be freely used by the Company for any reasonable purpose, including the production by the Company or procurement from any third party for its use of any parts for the Products.

10. **SAFETY AND ENVIRONMENTAL**

- 10.1 The Supplier warrants that in the design, manufacture, supply and installation (if appropriate) of the Products (or performance of the services if that is the relevant Product) and the provision of information relating thereto it will comply and will facilitate the Company's compliance with the duties imposed by any applicable environmental and health and safety laws and with all other relevant statutory provisions rules and regulations so far as they are applicable to the Products and that the Products will be supplied with all safety guards, devices, product data sheets, details of any appropriate risk assessment, and markings sufficient to comply with all applicable legal requirements.
- 10.2 The Supplier warrants that all Products supplied to the Company together with all necessary instructions information and warnings supplied therewith will be designed, manufactured and produced in such a manner as to ensure that the Products are not defective (in the Company's sole opinion) and the Supplier shall indemnify the Company and keep the Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with the Products being defective.
- 10.3 In the event that the Supplier becomes aware at any time of any incidents events or discoveries which are in any way relevant to the safe operation of Products supplied or to be supplied then the Supplier shall forthwith issue notice in writing thereof to the Company and in any event within two days of becoming so aware.
- 10.4 In the event that in connection with the Contract the Supplier or its sub-Contractors enter upon any land or premises occupied by the Company, the Supplier shall indemnify the Company and keep the Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with any loss, damage or injury to persons or property of any kind arising out of any act or omission negligent or otherwise of the Supplier or its sub-Contractors.

11. **ASSIGNMENT AND SUB-CONTRACTORS**

- 11.1 The Supplier shall not without the prior consent in writing of the Company sub-Contract or assign all or any part of the benefit or burden of the Contract.
- 11.2 Any authority given by the Company for the Supplier to sub- Contract shall not impose any duty on the Company to enquire as to the competency of

any authorised sub-Contractor and the Supplier shall not be excused of full and proper performance of the Contract.

- 11.3 The Company shall be entitled to assign any and all of its rights and benefits under the Contract without notice to the Supplier.

## 12. **PROGRESS INSPECTION AND TESTING**

- 12.1 The Products shall be subject to all specified and usual tests and checks by the Supplier and to any other tests which the Company may reasonably require from time to time.

- 12.2 The Company's representatives and appropriate official authorities (where relevant) shall have the right to progress and inspect all Products and attend tests thereon at the Supplier's premises and at the premises of sub-Contractors at all reasonable times and the Supplier shall give reasonable prior notice to allow such attendance at any tests.

- 12.3 Any attendance inspection approval or acceptance given by or on behalf of the Company shall not relieve the Supplier of any obligation under the Contract.

## 13. **INFORMATION**

- 13.1 The Supplier shall neither publish information about the Contract or any correspondence concerned with it to any third party nor use the name of the Company for advertisement or publicity purposes without the Company's prior consent in writing.

- 13.2 The Supplier shall submit to the Company as soon as practicable after receipt of the Order such drawings, design details and operational and maintenance manuals which are required by the Company or which it is usual in the trade to provide in respect of products of the same kind as the Products.

- 13.3 The Supplier shall be solely responsible for all errors and omissions in drawings calculations packing details or other particulars supplied by it and the approval or acceptance thereof by the Company shall not relieve the Supplier of any obligation under the Contract.

## 14. **SUPPLIER'S GUARANTEE**

- 14.1 The Supplier warrants that for a period of twenty four (24) months from the date on which the Company puts the Products into service or the period of thirty six (36) months from the date of Delivery (whichever is later) the Products:-

- 14.1.1 will conform in all respects with any specifications, drawings and/or other details supplied to the Supplier or adopted by the Company or will not deviate in substance or form from any samples provided to the Company before initial supply or previous Product supplied to the Company in any course of dealing;

- 14.1.2 will be new and fit and sufficient for the purposes for which they are intended and for any purpose(s) that the Company has expressly informed the Supplier of or for any purpose that the Supplier is aware, or ought reasonably have been aware, of;
  - 14.1.3 will be of good quality, design, materials and workmanship and entirely free from defects and in accordance with best industry practice;
  - 14.1.4 will satisfactorily fulfil the performance requirements supplied or adopted by the Company; and
  - 14.1.5 will conform with all appropriate British, EC and other international standards and specifications applicable to the Products.
- 14.2 The Supplier shall indemnify and keep the Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with any failure by the Supplier to comply with its obligations under these Conditions including, but not limited to, Clause 14.1 above.
- 14.3 The Supplier warrants its expertise and the accuracy of all statements and representations made to the Company (or its agents or employees) in respect of the Products prior to the date of the Order.
- 14.4 Nothing contained in these Conditions shall in any way detract from Supplier's obligations and the Company's rights under common law or statute or any express or implied term condition or warranty.
- 14.5 Notwithstanding that the Company has accepted the Products or part thereof and/or title in the Products has passed to the Company, the breach by the Supplier of any express or implied term, condition or warranty to be fulfilled by it may be treated as a ground for rejecting the Products and treating the Contract as repudiated. Without prejudice to the Company's rights to treat the Contract as repudiated or its other rights under these Conditions or otherwise if the Company believes (in its sole opinion) that any Products do not comply the warranty set out Clause 14.1 ("Defective Products):-
- 14.5.1 the Company shall notify the Supplier in writing of any Defective Products;
  - 14.5.2 the Supplier shall forthwith repair or (if the Company so requires) replace at the Supplier's sole expense all Defective Products;
  - 14.5.3 the Supplier shall on demand reimburse to the Company any, costs and expenses incurred by the Company in removal, re-installation, shutdown and other actions connected with the repair or replacement of the Products pursuant to this Clause 14; and

- 14.5.4 the repaired and replacement Products shall themselves be warranted in accordance with this Clause 14 (in the case of Clause 14.5.2 for a period of twelve 12 months from the later of the date of Delivery, re-installation or passing of tests) and the Company's request for or acceptance of repair or replacement Products shall not preclude rejection of the repair or replacement Products and/or termination of the Contract if it is not entirely to the Company's satisfaction.
- 14.6 The Supplier agrees to assign to the Company upon request the benefit of any warranty guarantee or like rights which it has against any third party manufacturer or supplier of the Products or any parts thereof.
- 14.7 The Supplier will provide all facilities, assistance and advice required by the Company or the Company's insurers for the purpose of contesting or dealing with any action claim or matter arising out of the Order or the Supplier's performance of the Order.
- 14.8 The Supplier shall maintain public and product liability insurance to include (without limitation) cover in respect of all matters for which the Supplier may become liable to the Company pursuant to this Contract, for such indemnity limits (but not less than £5 million or such other sum as is notified to the Supplier by the Company in writing from time to time in respect of any one occurrence) and cover as the Company reasonably deems to be adequate.

## 15. **CANCELLATION**

- 15.1 Without prejudice to any other lawful right available to it the Company shall have the right to cancel the Contract (in whole or in part) without cause at any time by giving notice in writing to the Supplier whereupon all work pursuant to the Contract which is thereby cancelled shall be discontinued forthwith.
- 15.2 In the event that the Company terminates the Contract pursuant to Clause 15.1 the Company shall pay to the Supplier such proportion of the Price as may be fair and reasonable (in the Company's sole opinion) having regard to the value of the Products which are then acceptable to the Company for Delivery under the Contract and, on such payment, the Company shall not be liable for any liabilities, losses, damages, costs or expenses (including, but not limited to, loss of profits) suffered or incurred or paid by the Supplier as a result of such cancellation.

## 16. **TERMINATION**

- 16.1 Without prejudice to any other rights or remedies of the Company it shall be entitled in any of the following circumstances to terminate (in whole or in part) this and any other Contracts whenever made between the Company and the Supplier:-
- 16.1.1 the Supplier makes or proposes in respect of it a company voluntary arrangement pursuant to the Insolvency Act 1986 or any other composition or scheme or arrangement with or assignment for the benefit of any of its creditors;

- 16.1.2 the Supplier becomes subject to an administration order or becomes bankrupt or goes into liquidation;
- 16.1.3 has a petition presented for its winding up (which is not dismissed within 21 days of its service) or has an application made for the appointment of a provisional liquidator or has a creditors' meeting convened pursuant to s. 98 Insolvency Act 1986;
- 16.1.4 an encumbrancer takes possession or a receiver or administrative receiver or similar officer is appointed of any of the property or assets of the Supplier;
- 16.1.5 the Supplier becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business;
- 16.1.6 the Company reasonably believes or apprehends that any of the events mentioned above or any equivalent or similar events under any relevant laws to which the Supplier or any connected person of the Supplier is subject has or may occur;
- 16.1.7 the financial position of the Supplier deteriorates to such an extent that in the opinion of the Company the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
- 16.1.8 the Supplier commits a material breach of this or any other Contract whenever made between the Supplier and the Company.

## 17. **COMPLIANCE**

- 17.1 The Supplier shall comply with all relevant anti-corruption legislation in connection with the Contract and the Company's business and shall immediately notify the Company if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such legislation.
- 17.2 The Supplier acknowledges that the Company has a code of responsible business (the "IMI Way") which is available at [www.imiplc.com](http://www.imiplc.com) and the Supplier shall, at all times, conduct, and procure that its officers, directors, employees and/or representatives conduct, business ethically and in accordance with the relevant provisions of IMI Way. This clause shall apply whether or not the Supplier is acting pursuant to the Contract or its relationship with the Company.
- 17.3 The Supplier agrees that it must be able to demonstrate its compliance with the requirements referred to in this clause 17 at the request of and to the satisfaction of the Company which includes, but is not limited to, the Company having the right to inspect any site involved in work for the Company. If the Supplier fails to comply with this clause 17, the Company shall be entitled, in its sole discretion, to terminate the Contract and any Orders or other agreements between the Supplier and the Company without penalty to the Company, but with obligations for the Supplier to remedy any damages suffered by the Company as a result of such termination or as a result of the breach of the Contract by the Supplier.

18. **MISCELLANEOUS**

- 18.1 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed and interpreted exclusively according to the laws of England. The parties hereby agree to submit to the exclusive jurisdiction of the English courts provided that the Company may at its option take proceedings in the courts of the state in which the Supplier is domiciled including action to obtain any remedy (including injunctive relief).
- 18.2 Any failure to exercise or any delay by the Company in exercising a right or remedy provided by the Contract or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Contract or of a default under these Conditions will not constitute a waiver of any other breach or default and will not affect the other terms of the Contract.
- 18.3 The Company may set off against the Price or any claim by the Supplier under the Contract any other liability or claim howsoever arising of the Company against the Supplier whether actual contingent primary collateral joint or several.
- 18.4 If any provision of these Conditions shall be held to be invalid or unenforceable in whole or in part then the unaffected provisions shall remain in full force and effect.